

# General Conditions of Carriage for Scenic Rail Passenger Services of The Great Journeys of New Zealand, a Division of KiwiRail Limited

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## Contents

Section 1 Interpretation .....	4
1.1 Definitions.....	4
1.2 Name abbreviation .....	6
1.3 Headings .....	6
1.4 Singular and plural.....	6
1.5 New Zealand law .....	6
Section 2 Application.....	6
2.1 Application to all Carrier Services .....	6
2.2 General .....	6
2.3 Overriding law .....	7
2.4 Conflict with Ticket conditions.....	7
2.5 No waiver .....	7
2.6 Validity of amendments to these Conditions .....	7
2.7 Gratuitous Carriage .....	7
2.8 Charter agreements.....	7
2.9 Business customers .....	7
Section 3 Tickets, reservations and passengers .....	8
3.1 Tickets.....	8
3.2 Reservations .....	8
3.3 Purchase of Tickets .....	8
3.4 Information .....	9
3.5 Passengers .....	9
3.6 No particular seat or space guaranteed .....	9
Section 4 Fares, rates and charges.....	9
4.1 Carrier Rates .....	9
4.2 Additional handling charges.....	9
4.3 Applicable Carrier Rates.....	9
4.4 Quotations .....	10

4.5 GST and other Government taxes and charges.....	10
4.6 Payment.....	10
4.7 Credit arrangements - authorisation to collect information .....	10
4.8 Interest charge.....	10
4.9 Calculation of charges .....	10
4.10 Reserved for future use. ....	11
4.11 Recalculation of Carrier Rates .....	11
Section 5 Refunds, reissues and lost tickets .....	11
5.1 General .....	11
5.2 Person to whom refund or reissue made .....	11
5.3 By whom Ticket refundable.....	11
5.4 Condition of Ticket.....	11
5.5 Refund entitlement .....	12
5.6 No refund for seasonal change.....	12
5.7 Seasonal or concession Tickets - Passenger Carrier Services .....	12
5.8 Loss of Passenger travel Ticket.....	12
Section 6 Liability of the Carrier.....	13
6.1 Maximum amount of liability.....	13
6.2 Limitation of liability .....	13
6.3 Exclusion of indirect and consequential loss.....	13
6.4 Contributory negligence.....	13
6.5 No liability for personal injury or loss.....	14
6.6 Actual Carriers.....	14
6.7 Delays, deviations and changes to Carrier Services .....	14
6.8 Securing devices .....	15
6.9 Reserved for future use .....	15
6.10 Restrictions or reservations .....	15
6.11 Compliance with Other Law .....	15
6.12 Errors, omissions and representations.....	15
6.13 Extension of exclusion or limitation to agents, etc.....	15
6.14 Notice of claim .....	16
Section 7 Reporting.....	16
7.1 Reporting to departure Station.....	16
7.2 Train departures before time shown in published timetable .....	16
Section 8 Acceptance, delivery, storage and sale of Property .....	16
8.1 Application.....	16
8.2 Property acceptance.....	16
8.3 Property delivery.....	17
8.4 Property check-in.....	17

8.5 Labelling and fitness for carriage .....	17
8.6 Delivery not collection.....	17
8.7 Unclaimed Property .....	17
8.8 Property carried on Passenger Rail Carrier Services .....	17
Section 9 Right to refuse carriage .....	18
9.1 Refusal to carry .....	18
9.2 Recourse .....	19
Section 10 Inspection and packaging of Property for carriage .....	19
10.1 Inspection of Property.....	19
10.2 Carrier's right to search Property .....	19
10.3 Compliance with packaging and labelling requirements.....	19
10.4 Arms and munitions.....	19
Section 11 Baggage.....	19
11.1 Reserved for future use .....	19
11.2 Check-in and labelling .....	19
11.3 Checked Baggage allowance .....	20
11.4 Rights of Carrier .....	20
11.5 Checked Baggage acceptance .....	20
11.6 Checked Baggage delivery .....	21
11.7 Hand Baggage.....	21
11.8 Delivery not collection.....	21
11.9 Baggage checks .....	21
11.10 Loss of Baggage check .....	21
11.11 Unclaimed Baggage .....	21
Section 12 Carriage of Hazardous Goods.....	22
12.1 Hazardous (Dangerous) Articles.....	22
Section 13 Carriage of animals .....	22
13.1 No carriage.....	22
13.2 Guide dogs .....	22
SCHEDULE .....	23
REFUND AND REISSUE CONDITIONS .....	23
A. LONG DISTANCE PASSENGER RAIL SERVICES.....	23
1. REFUND.....	23
2. PROMOTIONAL AND SUPER SAVER FARES .....	23
3. SMART SAVER FARES .....	24
4. FLEXI FARES.....	24
5. THROUGHFARES.....	24
2. WEBSTARTER.....	25
3. STARTER .....	25

4. FLEXI FARES .....	25
5. FLEXIPLUS FARES.....	25
6. THROUGHFARES .....	26
B. SUBURBAN PASSENGER RAIL SERVICES .....	26
2. REFUND CONDITIONS.....	26
1. GENERAL.....	26

## Section 1 Interpretation

### 1.1 Definitions

In these Conditions, unless the context otherwise requires:

"Actual Carrier" has the meaning given to that expression under the Carriage of Goods Act 1979.

"Adult" means a natural person of 15 years of age or over.

"Baggage" means articles, effects or other personal property necessary and appropriate for wear, use, comfort or convenience in connection with travel and which are carried by a passenger for their personal use whether contained in a bag, suitcase, pack or other similar article or not.

"Carrier" means The Great Journeys of New Zealand, a Division of KiwiRail Limited and, where applicable, any Actual Carrier.

"Carrier Booking Office" means a Carrier office designated by the Carrier and open for the sale of Tickets for all or some Carrier Services.

"Carrier Rates" means the fares, rates or charges charged by the Carrier for Carrier Services and where relevant shown in any current fare or freight tables or any other document or means of publication (including electronic means) approved from time to time by the Carrier for the statement of fares, rates or charges for Carrier Services and, where the context requires, includes the Ordinary Fare.

"Carrier Service" means any service provided by the Carrier for the carriage of Passengers or Property by road or rail and includes any other service provided by the Carrier relating to or incidental to that carriage.

"Checked Baggage" has the meaning given to that expression under the Carriage of Goods Act 1979.

"Conditions" mean these General Conditions of Carriage of the Carrier as amended from time to time.

"Gratuitous Carriage" includes a Carrier Service provided to an agent, employee, or representative of the Carrier, or any other person, on privileged or concessionary terms.

"GST" means goods and services tax under the Goods and Services Tax Act 1985.

"Hand Baggage" has the meaning given to that expression under the Carriage of Goods Act 1979.

"Hazardous Goods" means any substances or goods the Carrier considers dangerous or hazardous and includes all substances and goods designated as Hazardous Goods in any schedule issued by the Carrier from time to time.

"Long Distance Carrier Services" or "Long Distance" means those Carrier Services designated by the Carrier from time to time as long distance Carrier Services.

"Ordinary Fare" means the full single fare for an adult or child as appropriate during the applicable period of carriage.

"Other Law" means all statutes, regulations, rules, bylaws, ordinances, orders, and all other requirements or conditions, that apply to the issue of a Ticket, the provision of a Carrier Service, or carriage under these Conditions.

"Passenger" means a Person entitled, as the holder of a Ticket or by contract, to be carried on a Carrier Service.

"Passenger Rail" means the Passenger Rail business of the Carrier.

"Person" includes a body of persons, whether incorporated or not.

"Property" has the same meaning given to the word "goods" under the Carriage of Goods Act 1979 and for the avoidance of doubt includes a vehicle.

"Receiver" means a consignee of Property and includes the consignee's agent.

"Sender" means a consignor of Property and includes the consignor's agent.

"Station" means a place designated by the Carrier for uplifting or offloading Passengers or Property in relation to Passenger Rail Carrier Services.

"Suburban Carrier Services" or "Suburban" means those Carrier Services designated by the Carrier from time to time as Suburban Carrier Services.

"Ticket" means any ticket, waybill, consignment note, document, voucher, pass or passenger number reservation (pnr number) issued by the Carrier or any of its agents which entitles a Person to be carried on or to convey Property on a Carrier Service and where applicable includes any conditions of carriage or contract, notices or passenger or customer information contained in, referred to or relating to that Ticket.

"Train" means a train or any alternative form of transport used by the Carrier to provide a Carrier Service to replace a service usually provided by train.

"Train Manager" means any employee of the Carrier who has authority or apparent authority to examine or collect Tickets on a Carrier Service.

## 1.2 Name abbreviation

The Carrier may abbreviate its name or represent itself by way of a trading name on or in any Ticket or in any notice or circular regarding a Carrier Service.

## 1.3 Headings

Headings contained in these Conditions are for reference purposes only. They are not incorporated into these Conditions and do not give any indication of the meaning of the clauses and subclauses to which they relate.

## 1.4 Singular and plural

In these Conditions any word in the singular includes the plural and vice versa.

## 1.5 New Zealand law

- (a) These Conditions are governed by New Zealand law in every particular including formation and interpretation; and
- (b) every contract incorporating these Conditions is deemed to be made in New Zealand; and
- (c) any proceedings relating in any way to these Conditions or to any Carrier Service must be brought in a court of competent jurisdiction in New Zealand; but
- (d) the submission by the parties to that jurisdiction does not limit the Carrier's right to commence any proceedings arising out of these Conditions in any other court or jurisdiction that the Carrier considers appropriate.

## Section 2 Application

### 2.1 Application to all Carrier Services

These Conditions apply to all Carrier Services. In the case of Carrier Services provided other than by Train these Conditions must be read with any modifications that are reasonably necessary for the application of these Conditions to such carriage.

### 2.2 General

All Tickets are issued and all Carrier Services are provided, subject to: (a) to the extent applicable in each case, the Carriage of Goods Act 1979, the New Zealand Railways Corporation Act 1981, the New Zealand Railways Corporation Restructuring Act 1990, the Railway Safety and Corridor Management Act 1992, the Maritime Transport Act 1994 and the Land Transport Act 1998; and (b) all Other Law, conditions and any licence applicable to carriage under a Ticket; and (c) these Conditions; and (d) all other information appearing on a Ticket.

## 2.3 Overriding law

If any provision contained or referred to in these Conditions is in conflict with any Other Law and that Other Law cannot be waived or avoided by these Conditions, then that provision only remains applicable and part of these Conditions to the extent that that provision is not in conflict with the Other Law. The invalidity of any provision does not have the effect of invalidating any other provision of these Conditions. The Consumer Guarantees Act 1993 prevails over these Conditions where the Passenger is not subject to 2.9.

## 2.4 Conflict with Ticket conditions

If there is any conflict between these Conditions and the information appearing on a Ticket, these Conditions prevail.

## 2.5 No waiver

Nothing in these Conditions represents a waiver or surrender by the Carrier of any statutory or other legal right, immunity, exception, limitation, protection, privilege or defense.

## 2.6 Validity of amendments to these Conditions

These Conditions may be amended without notice. Any amendments to these Conditions are valid and effective from the date that they are endorsed with the signature of a Managing Director or Chief Officer of the Carrier.

## 2.7 Gratuitous Carriage

These Conditions also apply to Gratuitous Carriage.

## 2.8 Charter agreements

Carriage performed pursuant to a charter agreement with the Carrier is subject to the applicable charter regulations (if any) of the Carrier and these Conditions do not apply except as provided in the charter regulations. Where the Carrier has no charter regulations applicable to that carriage, these Conditions apply to that carriage except as far as the charter agreement, or Tickets issued in connection with it, exclude the application of all or any part of them. If there is any conflict between these Conditions and the provisions contained or referred to in the charter agreement, the latter prevails. A Passenger, by accepting the carriage pursuant to the charter agreement, whether or not concluded with the Passenger, agrees to be bound by the applicable provisions of that agreement.

## 2.9 Business customers

Where a Person is using a Carrier Service for business purposes, none of the rights or remedies provided under the Consumer Guarantees Act 1993 apply.

## Section 3 Tickets, reservations and passengers

### 3.1 Tickets

- (a) Each Ticket is evidence of the contract of carriage between the Carrier and the Passenger or Sender.
- (b) A Passenger or Property will not be carried by the Carrier unless accompanied by a valid Ticket issued in accordance with these Conditions.
- (c) A Ticket must be produced on demand and given up when required by the Carrier otherwise the Ordinary Fare or other applicable Carrier Rate for the Carrier Service must be paid immediately by the Passenger or Sender as the case may be.
- (d) A Ticket is not transferable, except with the prior approval of the Carrier. If a Ticket is presented by someone other than the Person entitled to it, the Carrier is not liable to the Person entitled if, in good faith, the Carrier provides carriage or makes a refund or reissue to the Person presenting the Ticket.
- (e) Subject to 3.1(d), a Ticket is only valid for carriage on the Carrier Service, and on the date, and/or time shown on the Ticket or, in the case of a seasonal or multi-trip Ticket, up to the date shown on the Ticket. A Ticket is invalid if it is altered in any way other than by the Carrier or its authorised agents.
- (f) A Passenger wanting to travel to a destination beyond the destination Station in the Ticket held by that Passenger shall buy a Ticket from the Train Manager for the additional distance from the destination Station to the destination.
- (g) Each Passenger in whose name a Ticket is issued accepts its terms and conditions as agent for all Persons (including any infant) and in relation to all Property intended to be carried under or in relation to the Ticket.
- (h) All tickets that have reticketing up to time of departure at no additional cost terms and conditions are only valid for a year from the first booking date.

### 3.2 Reservations

Reservations for Long Distance Carrier Services may usually, but not necessarily, be made up to six calendar months prior to the scheduled date of departure of a Carrier Service. Applications for reservations for Carrier Services may be made at a Carrier Booking Office or authorised agency.

### 3.3 Purchase of Tickets

A Passenger Ticket may be purchased from any Carrier Booking Office, or any authorised agency, which sells Passenger Tickets for the relevant Carrier Service. In addition: (a) A Ticket must be uplifted with payment in full by the Ticket uplift date. The Carrier is not liable for any loss incurred by a Passenger who fails to collect a Ticket either knowingly or unknowingly by the Ticket uplift date; (b) A Ticket for a Suburban Carrier Service may be

purchased from a Train Manager on that Suburban Carrier Service; (c) Except on any Carrier Service designated by the Carrier, a Passenger travelling on a Long Distance Carrier Service from a Station where there is no Carrier Booking Office, or where that office is closed, may purchase a Ticket from the Train Manager.

### 3.4 Information

The Carrier will be entitled to use information obtained in relation to a Passenger's or Sender's use of any Carrier Service, whether collected directly by the Carrier from the Person concerned or not, for any purpose associated with the operation or marketing of the Carrier and its business and to disclose any such information to any of its subsidiaries, associated companies or any other Person engaged in business with the Carrier from time to time.

### 3.5 Passengers

(a) Each Passenger must comply with any notice or instruction given by the Carrier or any of its employees concerning Passenger conduct or the operation of any Carrier Service;

(b) A Passenger under the age of 2 years is classified by the Carrier as an infant, and may travel free of charge on a guardian's knee.

(c) A Passenger aged between 2 and 14 years inclusive is classified by the Carrier as a child, and cannot travel unaccompanied.

### 3.6 No particular seat or space guaranteed

The Carrier does not undertake to provide any particular seat or space on a Carrier Service. The Passenger or Sender agrees to accept any seat or space that the Carrier may allot.

## Section 4 Fares, rates and charges

### 4.1 Carrier Rates

Each Carrier Service is performed at and is subject to payment of the applicable Carrier Rate by the Passenger or Sender, as the case may be. The Carrier may from time to time fix or impose special rates or vary existing Carrier Rates or terms of payment without notice.

### 4.2 Additional handling charges

If the Carrier incurs any additional costs in handling any Property, the Sender of that Property is liable to pay those additional costs upon demand.

### 4.3 Applicable Carrier Rates

The applicable Carrier Rates are:

(a) the current Carrier Rates as published by the Carrier from time to time or, if not published, as determined by the Carrier; and

(b) those which are in effect on the date on which a Ticket for the applicable Carrier Service is issued.

#### 4.4 Quotations

The Carrier is not bound by quotations or estimates of Carrier Rates or conditions of contract or carriage given verbally unless they are confirmed by the Carrier in writing in accordance with these Conditions.

#### 4.5 GST and other Government taxes and charges

Any tax (including GST) or charge, which is not provided for or stated in a Carrier Rate, and which is imposed by a Government or by any regional or other authority, in respect of or incidental to carriage of a Passenger or Property or the provision of any Carrier Service, is payable in addition to the Carrier Rate by the Passenger or Sender, as the case may be.

#### 4.6 Payment

The Carrier Rate and any additional tax or charge payable by the Passenger or Sender for a Carrier Service must be paid at the time the Ticket is issued unless the Passenger or Sender (or other Person liable for payment of the Ticket) has a current written credit arrangement with the Carrier for payment, in which case payment is due in accordance with the terms of that credit arrangement. If there is no credit arrangement and payment is not made on issue of the Ticket, or if the amount collected by the Carrier or its agent is not the applicable Carrier Rate plus any additional tax or charge, the difference must be paid by the Passenger or Sender before commencement of the Carrier Service.

#### 4.7 Credit arrangements - authorisation to collect information

In any situation where the Carrier has a credit arrangement with a Person in relation to the provision of Carrier Services, or a Person requests that a credit arrangement be entered into with the Carrier, the Carrier will be entitled to collect from sources other than that Person any information the Carrier considers relevant to assessing the creditworthiness or financial position of that Person. The Carrier will be entitled to disclose any such information to any of its subsidiaries, associated companies or any other Person engaged in business with the Carrier from time to time.

#### 4.8 Interest charge

The Carrier may, without prejudice to its other rights and remedies, charge interest on a daily basis at a rate 6% above the Bank of New Zealand Limited Prime Corporate overdraft rate applicable at the time for payment to the Carrier from the day that an amount becomes overdue until the day on which that amount, including interest charged on it under this clause, is paid in full.

#### 4.9 Calculation of charges

(a) In computing charges at tonne rates, weights of less than ten kilograms are taken as ten kilograms.

(b) In computing distance related charges, fractions of a kilometre of 100 metres and over are taken as an additional kilometre and fractions of less than 100 metres are omitted.

(c) Cubic measurement is calculated in cubic metres and rounded up to two decimal places.

#### 4.10 Reserved for future use.

#### 4.11 Recalculation of Carrier Rates

If a Passenger or Sender misrepresents the quantity, weight, measurement, nature or value of any Property to be carried, then the Carrier may charge the appropriate Carrier Rate for that Property.

## Section 5 Refunds, reissues and lost tickets

### 5.1 General

On failure by the Carrier to provide a Carrier Service for which a Ticket has been issued, or on a voluntary change of arrangement by the Passenger or Sender, a refund or Ticket reissue for the unused portion of a Ticket will be made by the Carrier in accordance with this Section.

### 5.2 Person to whom refund or reissue made

(a) Except as otherwise provided in this clause, the Carrier may make a refund or reissue a Ticket to any Person named in the Ticket or to the Person who paid for the Ticket.

(b) If the Person paying for the Ticket instructs the Carrier only to make a refund or reissue to that Person, and that instruction is acknowledged by the Carrier on the Ticket, the Carrier will only make a refund or reissue to that Person or to their order.

(c) Except in the case of a lost Ticket, a refund or reissue is only made on production to the Carrier of the Ticket for which a refund or reissue is sought.

(d) If the Carrier, in good faith, makes a refund or reissue in relation to a Ticket to any Person who holds himself or herself out as being entitled under this Section, the Carrier is discharged from any further liability in relation to the Ticket to refund or reissue to any other Person.

### 5.3 By whom Ticket refundable

A refund or reissue of a Ticket may only be made from a Carrier Booking Office or, if the Ticket has been issued by an authorised agent of the Carrier, by that agent.

### 5.4 Condition of Ticket

A Ticket must be presented intact, unaltered and preferably in person if a Passenger or Sender requires a refund or reissue.

## 5.5 Refund entitlement

A Passenger or Sender who presents a Ticket for refund or reissue will only be entitled to a refund or reissue on the terms applicable to the Carrier Service to which the Ticket relates as set out in the Schedule to these Conditions.

## 5.6 No refund for seasonal change

If the Carrier changes the scheduled time of departure of a Carrier Service for any reason, and the change results in that Carrier Service taking place in a different season from that for which the Ticket was issued, there is no entitlement to a refund of any part of the applicable Carrier Rate originally charged.

## 5.7 Seasonal or concession Tickets - Passenger Carrier Services

(a) The Carrier may from time to time issue seasonal or concession Tickets for Passenger Rail Carrier Services on such terms and conditions as it thinks fit. Special terms and conditions, in addition to these Conditions, may apply to the issue of and carriage under those Tickets. If there is any conflict between those special terms and conditions and these Conditions, the special terms and conditions prevail.

(b) The special terms and conditions applicable to a seasonal or concession Ticket are available for inspection from any Carrier Booking Office (in the case of Long Distance Passenger Tickets) and from any Tranz Metro office (in the case of Suburban Tickets).

(c) The Carrier may at its sole discretion determine whether a passenger is eligible for a seasonal or concession Ticket and may determine which seasonal or concession Ticket or special terms and conditions apply in any given circumstance.

## 5.8 Loss of Passenger travel Ticket

(a) If a Person loses a Ticket, or any Ticket is altered other than by the Carrier or its authorised agent, no refund or reissue will be made except in the absolute discretion of the Carrier.

(b) No refund or reissue will be made in respect of the loss of a Ticket unless the loss is reported, prior to departure of the Carrier Service to which the Ticket relates, to a Carrier Booking Office or, if the Carrier Booking Office is closed, to the Train Manager in the case of a Long Distance Carrier Service.

(c) If the Carrier elects to make a refund or to reissue a Ticket which has been lost, then the Person seeking the refund or reissue must undertake, in such form as is prescribed by the Carrier, to repay the Carrier the value of any refund or reissue in the event that the lost Ticket is used by any Person or if a refund or reissue is made to another Person in respect of that Ticket.

## Section 6 Liability of the Carrier

### 6.1 Maximum amount of liability

Subject to 2.3:

- (a) the Carrier is not liable for any amount in excess of proved damages; and
- (b) the Carrier is not liable for any such proved damages in excess of the sum provided in section 15(1) of the Carriage of Goods Act 1979.

### 6.2 Limitation of liability

Subject to 2.3, the Carrier's liability is further limited, or excluded, in terms of sections 12(5) and 14 of the Carriage of Goods Act 1979, where a Passenger or Sender with or without the knowledge of the Carrier:

- (a) fails to do all things that a prudent owner of Property would do to that Property to eliminate the risk of loss of, or damage to, or theft of, that Property; or
- (b) includes in their Property fragile or perishable articles, money, jewellery, precious metals, negotiable papers, securities, other valuables, important documents, passports, other identification papers, or samples; or
- (c) fails to keep secure Hand Baggage carried with them, or fails to remove Hand Baggage carried with them, on a Carrier Service.

### 6.3 Exclusion of indirect and consequential loss

Subject to 2.3, the Carrier is not liable for any form of indirect or consequential loss or damage arising out of or in respect of any Carrier Service. Any liability of the kinds specified in subsections 15(2)(b) and (c) of the Carriage of Goods Act 1979 is expressly excluded whether in respect of the carriage of a Passenger, Property or otherwise. Without limiting the foregoing, the Carrier is not liable for indirect or consequential loss or damage arising from:

- (a) delay in delivery of any Passenger or Property for any reason; or
- (b) damage to Property from leakage, explosion, stains, soot, or the effects of climate or the elements; or
- (c) damage to Property of any Passenger or Sender where such damage arises out of the actions, or omissions, of any other Passenger or Sender.

### 6.4 Contributory negligence

If there is contributory negligence on the part of a Passenger or Sender, the Carrier's liability is subject to the law relating to contributory negligence.

## 6.5 No liability for personal injury or loss

All Persons use Carrier Services entirely at their own risk. The Carrier is not liable in relation to the use or provision of a Carrier Service:

(a) for the death of any Person, or for any injury, harm, disease, or damage to health, whether physical, mental or otherwise (including mental or nervous shock or distress), suffered by any Person; or

(b) for any direct or indirect damage, cost, expense or consequential loss suffered by any Person; arising as a direct or indirect result of any act or omission of the Carrier, or any of the Carrier's agents, employees, representatives, or contractors, or any other Person, or any Passenger or other user of Carrier Services.

## 6.6 Actual Carriers

Where the Carrier uses an Actual Carrier, a Passenger and Property are carried subject to the Actual Carrier's conditions of contract and carriage, except that if there is any conflict between the Actual Carrier's conditions of contract or carriage and these Conditions, these Conditions prevail.

## 6.7 Delays, deviations and changes to Carrier Services

All timetables, schedules or other representations regarding the timing for the departure or arrival of any Carrier Service are merely an indication of the same and do not bind the Carrier. All timetables and schedules are subject to change without notice. The Carrier:

(a) will use all reasonable efforts to carry a Passenger and Property in accordance with a Ticket and on time, but the time of departure or arrival of any service is at the absolute discretion of the Carrier. The Carrier does not assume responsibility for a Passenger and/or Property making connections for other travel arrangements, or for meeting any appointment or deadline, or for arriving in time for any function, engagement, ceremony, or any other obligation, and is not liable for any such matter.

(b) is not liable for any loss or damage caused by failure or delay to take aboard or land a Passenger or Property as a result of bad weather, civil commotion, disturbance or emergency, industrial disruption, mechanical failure, any action taken with the intention of preserving the safety of any Passenger or Property, any circumstances not reasonably foreseeable by, or beyond the control of, the Carrier, or any other cause. Any decision to take aboard or land a Passenger or Property is at the absolute discretion of the Carrier. The Carrier may overcarry any Property not landed and land it at its intended destination at the first available opportunity. The Carrier may charge for any such overcarriage, if reasonable in the circumstances;

(c) may at any time without notice, abandon, cancel or alter any Carrier Service, substitute a carrier or mode of transport, commence a Carrier Service before or after the scheduled date or time of departure, deviate from a route for any purpose and subject to 2.3, and except as otherwise provided in these Conditions, the Carrier is not liable to the Passenger or Sender

for any direct or indirect damage, cost, expense or consequential loss suffered as a direct or indirect result of any of the foregoing.

## 6.8 Securing devices

For the purpose of reducing the likelihood of loss or damage during carriage the Carrier may use securing devices to stabilise or secure any Property. The Carrier is not liable for any loss or damage to any Property, if that loss or damage is caused by the chafing or moving of securing devices which have been attached by the Carrier to prevent loss or damage resulting from carriage. In attaching or fitting securing devices, the Carrier is not required to take into account the special requirements of any Property. Any special requirements will only be catered for at the absolute discretion of the Carrier and by prior arrangement.

## 6.9 Reserved for future use

## 6.10 Restrictions or reservations

Subject to 2.3, if the Carrier accepts for carriage any Property in respect of which there is some restriction or reservation under these Conditions, the carriage of that Property is nevertheless subject to the Carrier Rates, exclusions and limitations of liability and other provisions of these Conditions applicable to the carriage of that Property.

## 6.11 Compliance with Other Law

The Passenger, Sender or Receiver must comply with all Other Law applicable to any Carrier Service. Subject to 2.3, the Carrier is not liable for any loss or damage arising from the failure of any Passenger, Sender or Receiver to comply with the same or from what the Carrier believes to be its compliance with any Other Law.

## 6.12 Errors, omissions and representations

Subject to 2.3, the Carrier is not liable for errors or omissions in publications of schedules or in statements, or representations made by any of its employees, agents or representatives in respect of any Carrier Service. No agent, employee or representative of the Carrier has authority to give undertakings or make representations in relation to the provision or timing of any Carrier Service that are inconsistent with these Conditions. Any such undertakings or representations will not bind the Carrier except where the Carrier's prior confirmation in writing is obtained.

## 6.13 Extension of exclusion or limitation to agents, etc

Any exclusion or limitation of the liability of the Carrier applies to and for the benefit of the Carrier's agents, employees, representatives and contractors and to any Actual Carrier and to the Actual Carrier's employees, agents, representatives and contractors. The aggregate amount recoverable from the Carrier, the Actual Carrier and their respective agents, employees, representatives and contractors shall not exceed the maximum amount of the Carrier's liability.

## 6.14 Notice of claim

Notice of any claim against the Carrier in respect of the loss of or damage to Property carried on a Carrier Service, must be given in writing within 30 days after the date on which the Carrier's responsibility for that Property has ceased and in accordance with Section 18 of the Carriage of Goods Act 1979.

## Section 7 Reporting

### 7.1 Reporting to departure Station

The Passenger must arrive at the Carrier's check-in location at the departure Station or other point of departure at the reporting time fixed by the Carrier, or, if no time is fixed, sufficiently in advance of departure to permit completion of formalities and departure procedures including the checking-in of Baggage. Departure of a Carrier Service will not be delayed because of the late arrival of a Passenger.

If the Passenger fails to arrive by the reporting time specified at the Carrier's check-in location, or appears to the Carrier to be improperly documented and not ready for carriage, the Carrier may cancel:

- (a) any seat or space reserved for that Passenger; or
- (b) any space reserved for any Property intended by that Passenger to be carried by the Carrier; and the Carrier may reallocate any such reservation or space to another Person or to any other Property as the case may be. The Carrier is not liable to any Passenger in respect of any such cancellation or reallocation.

### 7.2 Train departures before time shown in published timetable

If no passengers are booked to join a Long Distance train at intermediate Stations, the train may depart these Stations up to ten minutes before the time shown in the published timetable.

## Section 8 Acceptance, delivery, storage and sale of Property

### 8.1 Application

This Section applies to all Property accepted for carriage on Carrier Services that does not constitute Checked Baggage or Hand Baggage.

### 8.2 Property acceptance

Acceptance of Property by the Carrier for carriage is deemed to occur at the time the Property is stowed on board the Train or other means of transport used to provide the Carrier Service.

### 8.3 Property delivery

Delivery of Property by the Carrier to a Receiver is deemed to occur at the time the Property is left by the Carrier for collection by the Passenger or the Receiver at the destination Station.

### 8.4 Property check-in

Passengers or Senders must check in all Property at the departure Station, as applicable, by the reporting time (if any) for the Carrier Service.

### 8.5 Labelling and fitness for carriage

All Property must be:

- (a) clearly labelled, noting the destination Station and the name of the Passenger accompanying the Property, or the Receiver, as applicable; and
- (b) fit for carriage.

### 8.6 Delivery not collection

The Carrier is only responsible for delivery of Property, not for its collection.

### 8.7 Unclaimed Property

If, for any reason, Property is not removed from the Train or collected from the destination Station as soon as possible after delivery by the Carrier:

- (a) the Carrier is deemed to be the agent of the Passenger (and/or of the owner of the Property where relevant) and may store that Property at the sole risk and expense of the Sender or Passenger (and/or the owner of the Property where relevant); and
- (b) the Carrier may declare the Property to be unclaimed and may sell that Property and apply the proceeds of sale in payment of:
  - (i) any Carrier Rates, taxes or charges payable in respect of carriage of that Property or the Passenger whose Property has been sold; and
  - (ii) the expense of storing and selling the Property. If, after the sale of the Property, the Passenger whose Property has been sold presents himself or herself to the Carrier to collect the Property, the Carrier will, upon being provided with satisfactory proof of identity of the Passenger, and the entitlement of the Passenger to the Property, pay the balance of the sale proceeds, if any, to that Passenger.

### 8.8 Property carried on Passenger Rail Carrier Services

The Carrier will only accept Property for carriage on Passenger Rail Carrier Services if that Property is accompanied by a Passenger. Without limitation to its rights under clause 9.1, the

Carrier may, in its absolute discretion, refuse to accept Property for carriage under these Conditions.

## **Section 9 Right to refuse carriage**

### **9.1 Refusal to carry**

The Carrier may refuse to carry a Person or Property, cancel a Ticket and any reservation made in respect of it, or refuse carriage under a Ticket when, in the exercise of its absolute discretion, the Carrier decides:

- (a) that action is necessary for reasons of safety; or
- (b) that action is necessary to prevent violation of any Other Law; or
- (c) the conduct, age, mental or physical state, nature or condition (including intoxication) of a Passenger or Property, as applicable, may:
  - (i) require special assistance from the Carrier; or
  - (ii) cause inconvenience, discomfort or objection to any other Passenger; or
  - (iii) involve any hazard or risk to any other Passenger, Person or Property; or
- (d) a Passenger or Sender has failed to meet any terms of payment or the correct fare has not been paid in respect of carriage under a Ticket; or
- (e) that action is necessary because of the failure by a Passenger or Sender to observe the instructions of the Carrier; or
- (f) the weight limitations or seating capacity of a Train may be exceeded; or
- (g) a Passenger is not permitted to travel on a Carrier Service unaccompanied by an Adult in accordance with clause 3.5(b) and that Passenger will not be accompanied by an Adult; or
- (h) any Property is not safe or suitable for carriage for whatever reason; or
- (i) a Passenger has not complied with the reporting requirements under 7.1; or
- (j) the Property includes any article the Carrier has refused to carry under 11.4; or
- (k) a Passenger refuses to allow the Carrier to exercise any right it may have under these Conditions to inspect or search; or
- (l) weather conditions or other circumstances may disrupt a Carrier Service or endanger the well being of any Passenger or Property.

## 9.2 Recourse

Subject to 2.3, the sole recourse of any Person refused carriage, whose reservation or Ticket is cancelled, or whose Property is refused carriage, for any reason specified in 9.1, is the recovery of the refund value, or the obtaining of a reissue, in relation to the unused portion of the Ticket in accordance with Section 5.

## Section 10 Inspection and packaging of Property for carriage

### 10.1 Inspection of Property

The Carrier may, at the Passenger's sole risk and expense, inspect any Property before or after its acceptance for carriage. The Passenger must assist with the inspection, if required by the Carrier. Failure of the Carrier to inspect any Property, at all or adequately, does not impose any additional liability upon the Carrier or affect any obligation of the Carrier in relation to that Property.

### 10.2 Carrier's right to search Property

The Carrier is entitled to inspect or search any Property to be carried on a Carrier Service if the Carrier believes that Property contains Hazardous Goods, arms or munitions or any other Property, for which these Conditions or any Other Law have not been complied with.

### 10.3 Compliance with packaging and labelling requirements

A Passenger must ensure that all Property to be carried by a Carrier Service: (a) complies with all Other Law relating to the nature, packaging, labelling, storage or carriage of that Property; and (b) is packaged or contained in a manner adequate to withstand the ordinary risks of storage and carriage of that Property.

### 10.4 Arms and munitions

All arms and munitions must be presented to the Carrier for inspection prior to commencement of a Carrier Service. If the Carrier in its absolute discretion accepts any arms or munitions for carriage on a Carrier Service it will take custody of them until arrival at the destination. All arms must have their bolts removed (where applicable) and must otherwise be rendered inoperable.

## Section 11 Baggage

### 11.1 Reserved for future use

### 11.2 Check-in and labelling

Passengers must check-in all Baggage (other than Hand Baggage) at the departure Station by the reporting time for the Carrier Service. All Baggage must be:

(a) clearly labelled, noting the destination Station and the name and street address of the Passenger accompanying the Baggage; and

(b) fit for carriage.

### 11.3 Checked Baggage allowance

(a) A Passenger is entitled to carriage free of charge on any Passenger Rail service, 2 items per person, maximum weight 20kg per item. Size must be no more than 200 linear cm (height plus length plus width).

(b) Baggage between 20 to 30kg: we require your assistance in loading and unloading your bag from the baggage van or you can repack into bags provided to meet the 20kg per item limit.

(c) Baggage over 30kg: will not be accepted, your baggage will need to be repacked into bags provided to meet the 20kg per item limit.

(d) Extra Baggage (eg surfboards, bicycles) will be carried only if space is available at a cost of \$10 per item per service. Non-personal items such as household equipment, crates of fruit etc, will be charged as extra baggage and carried only if space is available and can be easily lifted and stored. Hazardous or offensive items will be rejected at check-in.

(e) No Checked Baggage may be carried on a Suburban Carrier Service except at the absolute discretion of the Train Manager.

### 11.4 Rights of Carrier

The Carrier may:

(a) determine whether any article is Baggage; and

(b) refuse to carry any article; and

(c) determine whether any Baggage may be carried free as Checked Baggage under 11.3 and levy additional and excess charges for any Baggage; and

(d) insist that any item of Baggage be carried as Checked Baggage; and

(e) refuse to accept Baggage as Checked Baggage unless it is properly packed in a suitcase or similar container to ensure safe carriage; and

(f) refuse to accept Baggage, other than Checked Baggage, if there is insufficient space to carry such Baggage.

### 11.5 Checked Baggage acceptance

Acceptance of Checked Baggage by the Carrier for carriage on the Carrier Service is deemed to occur at the time the Passenger's Baggage is stowed on board the Train or other means of transport used to provide the Carrier Service.

## 11.6 Checked Baggage delivery

Delivery of Checked Baggage to the Passenger by the Carrier is deemed to occur at the time Checked Baggage is presented by the Carrier to Passengers for collection at the destination Station.

## 11.7 Hand Baggage

Fragile or perishable articles, money, jewellery, precious metals, negotiable papers, securities, other valuables, important documents, passports, other identification papers, or samples, may only be carried as Hand Baggage. Hand Baggage may only consist of:

- (a) in relation to any Passenger Rail service, one small handbag and/or hand held personal items (such as a camera, coat or umbrella); and
- (b) in relation to all other services, small sized items that will not cause or be likely, in the Carrier's absolute discretion, to cause obstruction in the passenger areas of the Train.

The Carrier is not liable for the carriage of Hand Baggage, except as provided for by the Carriage of Goods Act 1979.

## 11.8 Delivery not collection

The Carrier is only responsible for delivery of Checked Baggage, not for its collection.

## 11.9 Baggage checks

The Carrier is under no obligation to ascertain that the bearer of a Baggage check is entitled to delivery of a given item of Checked Baggage. The Carrier is not liable for any loss, damage or expense arising out of or in connection with the delivery of Checked Baggage under these Conditions.

## 11.10 Loss of Baggage check

If a Person claiming Checked Baggage is unable upon request by the Carrier to produce the appropriate Baggage check, the Carrier will only deliver items of Checked Baggage to that Person on condition that that Person:

- (a) establishes to the Carrier's satisfaction, that Person's right to those items of Checked Baggage; and
- (b) indemnifies the Carrier for any loss, damage or expense which may be incurred by the Carrier as the result of the Carrier's delivery of any Checked Baggage to that Person.

## 11.11 Unclaimed Baggage

If, for any reason, any Hand Baggage is not removed from the Train, or any Checked Baggage is not collected from the destination Station as soon as possible after delivery by the Carrier:

(a) the Carrier is deemed to be the agent of the Passenger whose Baggage is not removed or collected and may land or store that Baggage at the Passenger's sole risk and expense; and

(b) the Carrier may declare that Baggage to be unclaimed and may sell that Baggage and apply the proceeds of sale in payment of:

(i) any Carrier Rates, taxes or charges payable in respect of the carriage of that Baggage or the Passenger whose Baggage has been sold; and

(ii) the expense of storing and selling the Baggage. If, after the sale of the Baggage, the Passenger whose Baggage has been sold presents himself or herself to the Carrier to collect the Baggage, the Carrier will, upon being provided with satisfactory proof of identity of the Passenger, and the entitlement of that Passenger to the Baggage, pay the balance of the sale proceeds (if any) to that Passenger.

## **Section 12 Carriage of Hazardous Goods**

### **12.1 Hazardous (Dangerous) Articles**

For safety reasons, dangerous articles must not be packed in checked or carry-on baggage. Restricted articles include but are not limited to compression gases, corrosives, explosives, flammable liquids and solids, radioactive materials, oxidising materials, poisons and infectious substances.

Items rejected at check-in may be carried, however will be separated and stored in a designated Hazardous (Dangerous) Items area of the luggage van.

## **Section 13 Carriage of animals**

### **13.1 No carriage**

Subject to clause 13.2, no animals may be carried on any Carrier Service provided by Train. No animals may be carried on any other Carrier Service except in accordance with the conditions set out in this section.

### **13.2 Guide dogs**

Notwithstanding anything in this section, a blind or other handicapped Passenger may be accompanied on a Train by a trained guide dog of quiet disposition. Guide dog trainers or handlers accompanying breeding dogs, puppies in training, or dogs in training, wearing Foundation of the Blind identification coats may also travel on a Train.

### **13.3 Liability and risk**

(a) Carriage of all animals is at the owner's risk in terms of the Carriage of Goods Act 1979.

(b) The Carrier accepts no responsibility and is not liable for:

(i) any injury, sickness or death suffered by any animal as a result of carriage or a Carrier Service.

(ii) any failure to carry any animal whether through exercise of the Carrier's absolute discretion or otherwise.

## **SCHEDULE**

### **REFUND AND REISSUE CONDITIONS**

#### **A. LONG DISTANCE PASSENGER RAIL SERVICES**

##### **1. REFUND**

**CONDITIONS WHICH APPLY TO ALL LONG DISTANCE PASSENGER RAIL SERVICES PROVIDED BY The Great Journeys of New Zealand, a Division of KiwiRail Limited ("THE CARRIER")**

1.1 The following conditions apply to all Long Distance Passenger Rail services to the extent that they are provided by the Carrier.

(a) if the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket prior to the time of departure for the service shown on the Ticket and the Passenger requests a refund, the Passenger may be paid a full refund of the price paid by the Passenger to purchase the Ticket depending on the conditions of the fare purchased; and

(b) No refund is to be given in relation to a Ticket if the Ticket is not presented within one month of the date of travel shown on the Ticket in respect of which a refund is being claimed; and

(c) If payment for a Ticket was by way of cheque, no refund is to be made in relation to such a Ticket until 10 days after the date of payment or the cheque is honoured, whichever occurs first; and

(d) Notwithstanding anything in this schedule, where a Passenger requests a refund or reissue of a Ticket and the circumstances applicable to the Ticket or the Passenger or any other matter are not specifically provided for in this schedule, the Passenger will not be entitled to any refund or reissue of the Ticket and shall have no further claim against the Carrier.

1.2 Different conditions concerning refund and reissue of tickets apply, depending on the type of ticket which has been purchased by a Passenger, as set out below.

#### **Until 3 May 2015**

##### **2. PROMOTIONAL AND SUPER SAVER FARES**

2.1 Where a Passenger holds a Ticket for which the Passenger has paid a Promotional or Super Saver fare:

(a) If the Passenger advises the Carrier that the Passenger wishes to modify the Ticket in any way prior to the time of departure for the service shown on the Ticket and the Passenger requests a refund, no modification to the Ticket or refund shall be paid to the Passenger; or

(b) if the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket prior to the time of departure or after the time of departure for the service shown on the Ticket and the Passenger requests a refund, no refund shall be paid to the Passenger.

### 3. SMART SAVER FARES

3.1 Where a Passenger holds a Ticket for which the Passenger has paid a Smart Saver fare:

(a) if the Passenger advises the Carrier that the Passenger wishes to modify the Ticket in any way up to 48 hours prior to the time of departure for the service shown on the Ticket, then one change to the time of departure is permitted free of charge. Subsequent changes up to 48 hours prior to the time of departure for the service shown on the Ticket are permitted at a cost of \$20 per person, per change plus any increase in fare. No changes are permitted within 48 hours of departure; or

(b) if the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket prior to the time of departure or after the time of departure for the service shown on the Ticket and the Passenger requests a refund, no refund shall be paid to the Passenger.

### 4. FLEXI FARES

4.1 Where a Passenger holds a Ticket for which the Passenger has paid a Flexi fare:

(a) if the Passenger advises the Carrier that the Passenger wishes to modify the Ticket in any way, they may make unlimited changes free of charge up to 48 hours prior to the time of departure for the service shown on the Ticket. No changes are permitted within 48 hours of departure; or

(b) if the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket 48 hours prior to the time of departure for the service shown on the Ticket and the Passenger requests a refund, a full refund shall be paid to the Passenger. No refund shall be paid if the passenger advises that they wish to cancel the Ticket within 48 hours of departure; or

(c) if the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket after the time of departure for the service shown on the Ticket, no refund shall be paid to the Passenger.

### 5. THROUGHFARES

5.1 Where a Passenger holds Tickets for which the Passenger has paid a Throughfare:

(a) If the Passenger advises the Carrier that the Passenger wishes to modify the Ticket in any way prior to the time of departure for the service shown on the Ticket and the Passenger requests a refund, no modification to the Ticket or refund shall be paid to the Passenger; or

(b) if the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket prior to the time of departure or after the time of departure for the service shown on the Ticket and the Passenger requests a refund, no refund shall be paid to the Passenger.

(c) the Passenger advises the Carrier that the Passenger wishes to cancel the Tickets after the time of departure for the first service shown on the Tickets, no refund shall be paid to the Passenger.

5.2 In relation to Throughfare Tickets no refund is payable for sector journeys which are part of the journey ticketed for the Throughfare fare.

## **From 4 May 2015**

### **2. WEBSTARTER**

2.1 Where a Passenger holds a Ticket for which the Passenger has paid a WebStarter fare:

(a) If the Passenger advises the Carrier that the Passenger wishes to modify the Ticket in any way prior to the time of departure for the service shown on the Ticket and the Passenger requests a refund, no modification to the Ticket or refund shall be paid to the Passenger; or

(b) if the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket prior to the time of departure or after the time of departure for the service shown on the Ticket and the Passenger requests a refund, no refund shall be paid to the Passenger.

### **3. STARTER**

3.1 Where a Passenger holds a Ticket for which the Passenger has paid a Starter fare:

(a) if the Passenger advises the Carrier that the Passenger wishes to modify the Ticket up to 48 hours prior to the time of departure for the service shown on the Ticket, changes are permitted at a cost of \$20 per person, per change plus any increase in fare. No changes are permitted within 48 hours of departure; or

(b) if the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket prior to the time of departure or after the time of departure for the service shown on the Ticket and the Passenger requests a refund, no refund shall be paid to the Passenger.

### **4. FLEXI FARES**

4.1 Where a Passenger holds a Ticket for which the Passenger has paid a Smart Saver fare (Flexi fare):

(a) if the Passenger advises the Carrier that the Passenger wishes to modify the Ticket in any way up to 48 hours prior to the time of departure for the service shown on the Ticket, then one change to the time of departure is permitted free of charge. Subsequent changes up to 48 hours prior to the time of departure for the service shown on the Ticket are permitted at a cost of \$20 per person, per change plus any increase in fare. No changes are permitted within 48 hours of departure; or

(b) if the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket prior to the time of departure or after the time of departure for the service shown on the Ticket and the Passenger requests a refund, no refund shall be paid to the Passenger.

### **5. FLEXIPLUS FARES**

5.1 Where a Passenger holds a Ticket for which the Passenger has paid a FlexiPlus fare:

(a) if the Passenger advises the Carrier that the Passenger wishes to modify the Ticket in any way, they may make unlimited changes free of charge up to 48 hours prior to the time of departure for the service shown on the Ticket. No changes are permitted within 48 hours of departure; or

(b) if the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket 48 hours prior to the time of departure for the service shown on the Ticket and the Passenger requests a refund, a full refund shall be paid to the Passenger. No refund shall be paid if the passenger advises that they wish to cancel the Ticket within 48 hours of departure; or

(c) if the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket after the time of departure for the service shown on the Ticket, no refund shall be paid to the Passenger.

## 6. THROUGHFARES

6.1 Where a Passenger holds Tickets for which the Passenger has paid a Throughfare:

(a) If the Passenger advises the Carrier that the Passenger wishes to modify the Ticket in any way prior to the time of departure for the service shown on the Ticket and the Passenger requests a refund, no modification to the Ticket or refund shall be paid to the Passenger; or

(b) if the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket prior to the time of departure or after the time of departure for the service shown on the Ticket and the Passenger requests a refund, no refund shall be paid to the Passenger.

(c) the Passenger advises the Carrier that the Passenger wishes to cancel the Tickets after the time of departure for the first service shown on the Tickets, no refund shall be paid to the Passenger.

6.2 In relation to Throughfare Tickets no refund is payable for sector journeys which are part of the journey ticketed for the Throughfare fare.

## B. SUBURBAN PASSENGER RAIL SERVICES

### 2. REFUND CONDITIONS

#### 1. GENERAL

1.1 Notwithstanding anything in this schedule, where a Passenger requests a refund or reissue of a Ticket and the circumstances applicable to the Ticket or the Passenger or any other matter are not specifically provided for in this schedule, the Passenger will not be entitled to any refund or reissue of the Ticket and shall have no further claim against the Carrier.

2.1 Where a Passenger holds a Ticket, other than a monthly Ticket, for travel on a Suburban service (and has not travelled on that service) and the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket, the Passenger shall be paid a refund equal to the price paid by the Passenger to purchase the Ticket less a cancellation fee of 10% of that price, provided that no refund shall be payable where the Passenger advises of cancellation 18 months or more after the date of purchase of the Ticket.

2.2 Where a Passenger holds a monthly Ticket and advises the Carrier that the Passenger wishes to cancel the Ticket, no refund shall be payable to the Passenger.